

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE: Jason Matthew Brinker	)	Case No.: 20-60570
	)	
Debtor,	)	Chapter 7
	)	
	)	JUDGE RUSS KENDIG
Grange Property & Casualty Company	)	
	)	A.P. No.: 20-06020
Plaintiff,	)	
	)	
vs.	)	
	)	
Jason Matthew Brinker	)	
	)	
Defendant.	)	
	)	

**PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANT**  
**JASON MATTHEW BRINKER**

Now comes Plaintiff Grange Property & Casualty Company and requests that this Court enter a judgment by default in Plaintiff's favor against the Defendant Jason Matthew Brinker pursuant to Rule 7055 of the Federal Rules of Bankruptcy Procedure and Rule 55 of the Federal Rules of Civil Procedure.

On July 20, 2020, Plaintiff filed its Amended Complaint against Defendant seeking a denial of the discharge as to Plaintiff Grange's claims against Defendant Brinker under Sec. 523(a)(6) of the Bankruptcy Code.

Defendant was served with process pursuant to the provisions of Rules 7004 and 7005 of the Federal Rules of Bankruptcy Procedure. The Summons and Complaint were served by the U.S. Postal Service via regular mail to Defendant on July 22, 2020 to 290 Spring Street,

Mansfield, Ohio 44902. Defendant has failed to file an Answer or otherwise defend against the Amended Complaint, and did not seek an extension of time to do so. An Entry of Default was entered by the Clerk on August 27, 2020.

Plaintiff has confirmed with the Department of Defense Manpower Data Center that the Defendant is not currently in the military service. *Affidavit of Nadia N. Ardner*, attached hereto as Exhibit 1.

Plaintiff's objection to Defendant's discharge is premised upon his causing willful and malicious injury to Plaintiff's insured's real and personal property. On April 13, 2010, Defendant Brinker intentionally set a fire at Plaintiff's insured's home. Plaintiff Grange Property & Casualty Company paid \$54,265.88 to or on behalf of Mr. Peak for the resulting damage to his real and personal property. A copy of Plaintiff's civil complaint in subrogation seeking reimbursement for the \$54,265.88 in damages it paid to or on behalf of Mr. Peak is attached hereto as Exhibit 2. Plaintiff obtained a default judgment against Defendant Brinker in that case on March 19, 2012. A copy of Plaintiff's Motion for Default Judgment is attached hereto as Exhibit 3, and a copy of the default judgment entry is attached hereto as Exhibit 4.

On August 5, 2011, the State of Ohio filed a criminal complaint against Defendant Brinker in the Ashland County Court of Common Pleas for arson (Section 2909.03(A)(4) of the Ohio Revised Code), a felony of the third degree, for the April 13, 2010 damage to Plaintiff's insured's property. A copy of the criminal complaint in the Ashland County Court of Common Pleas is attached hereto as Exhibit 5. On October 21, 2011, Defendant Brinker was sentenced on the arson charge after previously pleading guilty to it. A copy of the Judgment Entry – Sentencing from the Ashland County Court of Common Pleas is attached hereto as Exhibit 6.

Pursuant to 11 U.S.C. § 523(a)(6), a debtor is not discharged from any debt to the extent that liability for such debt was incurred as a result of willful and malicious injury by the debtor to another entity or to the property of another entity. Defendant Brinker's act of intentionally setting a fire at Plaintiff's insured's home constitutes willful and malicious injury to the property of Plaintiff's insured. Accordingly, Plaintiff is entitled to judgment in its favor and Defendant's discharge of the debt he owes to the Plaintiff in the amount of \$54,265.88 should be denied pursuant 11 U.S.C. Sec. 523(a)(6) as having been incurred as the result of willful and malicious injury to Plaintiff's insured's property.

WHEREFORE, Plaintiff respectfully requests that this Court enter a default judgment against Defendant Jason Matthew Brinker, denying his Chapter 7 discharge of the claim presented by Plaintiff Grange Property & Casualty Company because Defendant incurred such debt by willfully and maliciously injuring Plaintiff's insured's real and personal property.

Respectfully submitted,

/s/ Nadia N. Ardner

Nadia N. Ardner (0095535)

Attorney for Plaintiff

KEIS | GEORGE llp

55 Public Square, Suite 800

Cleveland, Ohio 44113

Phone: (216) 241-4100

nardner@keisgeorge.com

**CERTIFICATE OF SERVICE**

I certify that a copy of Plaintiff's Motion for Default Judgment against Defendant Jason Matthew Brinker was served electronically via the Court's ECF system this 16<sup>th</sup> day of September, 2020.

Giancarlo Variola, Esq.  
**Attorney for Debtor/Defendant**

Antony J. DeGirolamo  
**Trustee**

and by regular mail to:

Jason Matthew Brickner  
290 Spring Street  
Mansfield, Ohio 44902  
**Defendant/Debtor**

/s/ Nadia N. Ardner  
Nadia N. Ardner (0095535)

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE: Jason Matthew Brinker	)	Case No.: 20-60570
	)	
Debtor,	)	Chapter 7
	)	
	)	JUDGE RUSS KENDIG
Grange Property & Casualty Company	)	
	)	A.P. No.: 20-06020
Plaintiff,	)	
	)	
vs.	)	<b><u>AFFIDAVIT FOR ENTRY OF</u></b>
	)	<b><u>DEFAULT JUDGMENT</u></b>
Jason Matthew Brinker	)	
	)	
Defendant.	)	
	)	
STATE OF OHIO	)	
	) ss.	
COUNTY OF CUYAHOGA	)	

Nadia N. Ardner, being duly sworn, says that she is the attorney for Plaintiff in the above-titled action; that the Plaintiff searched the Defense Manpower Data Center, and the Defendant is not currently in the military service of the United States; that a true and accurate copy of the Defense Manpower Data Center search result is attached hereto as Exhibit A; that the Defendant is not an infant or incompetent person; that the default of the Defendant has been entered for failure to appear in the action; and that the amount of \$54,265.88 is justly due and owing to Plaintiff and that no part thereof has been paid.

EXHIBIT

1

Nadia N. Ardner

Nadia N. Ardner (0095535)

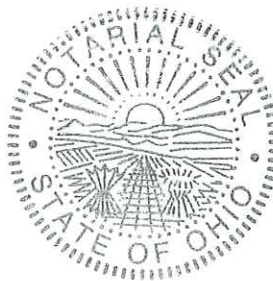
Attorney for Plaintiff

Grange Property & Casualty Company

Sworn to and subscribed before me this 16 day of September, 2020.

Christine Hoyt

Notary Public



CHRISTINE HOYT  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 11-21

**Status Report**  
**Pursuant to Servicemembers Civil Relief Act**

SSN:

Birth Date: Apr-XX-1991

Last Name: BRINKER

First Name: JASON

Middle Name: M

Status As Of: Sep-16-2020

Certificate ID: SXMJWCM73GRPP8L

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955

**EXHIBIT****A**

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#!/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



TIME STAMP COPY

IN THE COURT OF COMMON PLEAS

2011 SEP 30 AM 10:47

POSTED

ASHLAND COUNTY, OHIO

ANNETTE SHAW  
CLERK OF COURTS  
ASHLAND, OHIO

Grange Property & Casualty Company  
P.O. Box 1218  
Columbus, OH 43216

CASE NO. 11-CLV-339

JUDGE:

Plaintiffs

vs.

Jason M. Brinker  
135 East Cook Road #J9  
Mansfield, Ohio 44907

COMPLAINT

RECEIVED  
OCT 03 2011  
KEIS GEORGE

Defendant

1. On April 13, 2010, and at all times material herein, Plaintiff Grange Property & Casualty Company was the insurer, assignee, and subrogee of Joe N. Peak, who was the owner of the real and personal property located at 163 County Road 681 in Sullivan, Ohio.

2. On or about April 13, 2010, at 163 County Road 681 in Sullivan, Ohio, the Defendant negligently and/or intentionally caused a fire at Plaintiff insured's real property.

3. As a result of the Defendant's negligence, Plaintiff's insured sustained damage in the amount of \$55,265.88.

4. Plaintiff Grange Property & Casualty Company was required to and did pay to its insured the sum of \$54,265.88, and became subrogated to said amount.

Wherefore, Plaintiff demands judgment against the Defendant in the amount of \$54,265.88, plus the costs of this action.

KEIS GEORGE llp  
Attorneys for Plaintiff  
55 Public Square #800  
Cleveland, Ohio 44113  
P 216-241-4100 / F 216-771-3111  
hnussle@keisgeorge.com

BY: Herbert L. Nussle (0063551)  
Trial Counsel

EXHIBIT

2



72828

IN

2012 MAR -1 AM 10:29

ANNETTE SHAW  
CLERK OF COURTS  
ASHLAND, OHIO

IN THE COURT OF COMMON PLEAS

ASHLAND COUNTY, OHIO

Grange Property & Casualty Company

Plaintiff

MOTION FOR DEFAULT JUDGMENT

VS.

JUDGE: RONALD P. FORSTHOEFEL

Jason M. Brinker

CASE NO.: 11 CIV 339


Defendant

Now comes the Plaintiff, and moves this Honorable Court to render judgment by default against the Defendant **Jason M. Brinker** in the amount of \$54265.88 plus the costs of this action for the reason that the Defendant has failed to plead or otherwise defend the complaint of the Plaintiff.

An affidavit establishing the damages set forth in Plaintiff's complaint is attached hereto and made a part hereof.

Respectfully submitted,

Attorneys for Plaintiff  
55 Public Square #800  
Cleveland, Ohio 44113  
(216) 241-4100  
Fax (216) 771-3111



BY: Herbert L. Nussle (0063551)  
Trial Counsel

EXHIBIT

3



72828

IN

2012 MAR -1 AM 10:29

ANNETTE SHAW  
CLERK OF COURTS  
ASHLAND, OHIO

IN THE COURT OF COMMON PLEAS

ASHLAND COUNTY, OHIO

Grange Property & Casualty Company

Plaintiff

**AFFIDAVIT**

JUDGE: RONALD P. FORSTHOEFEL

VS.

CASE NO.: 11 CIV 339

Jason M. Brinker

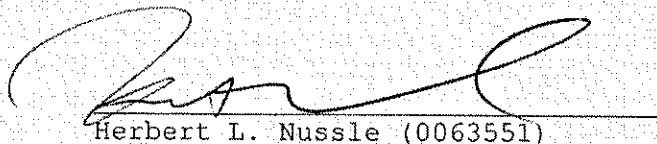
Defendant

Now comes Herbert L. Nussle, attorney for the Plaintiff Grange Property & Casualty Company, after being duly sworn, and deposes and says that he is an agent for the Plaintiffs and that the documents attached to this affidavit truly and accurately reflect the damages set forth in the complaint filed in the within action.

We have confirmed with the Department of Defense Manpower Data Center that the defendant is not in the military service. A copy of the verification from the Department of Defense establishing that the defendant is not in the military service is attached hereto.

Deponent further states that to the best of my knowledge, the defendant is not in any way incompetent or a minor.

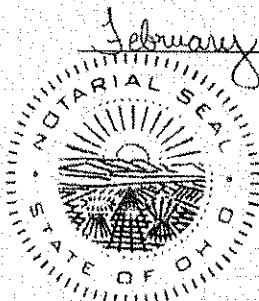
Affiant further sayeth naught.



Herbert L. Nussle (0063551)

Sworn to and subscribed before me this 29th day of

February, 2012.



MICHELLE STURGILL  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 10-28-13

  
NOTARY PUBLIC

20

Department of Defense Manpower Data Center

Feb-24-2012 10:17:51



Military Status Report  
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
BRINKER	JASON	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

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If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

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Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.  
Report ID: 7P08D0DCFV

<https://www.dmdc.osd.mil/appj/scra/popreport.do>

21  
2/24/2012

STATE OF Ohio )  
COUNTY OF Franklin ) ss.

**AFFIDAVIT**

I, Marsha Russ, after being first duly sworn depose and say that I have personal knowledge of the matters referred to in this Affidavit, and that I am competent to testify to them.

1. I am employed with Grange Property & Casualty Company. I have reviewed the claim file involved in the loss which has given rise to a lawsuit against Jason M. Brinker, said claim file having been kept in the usual course of business of Grange Property & Casualty Company.
2. On April 13, 2010, Grange Property & Casualty Company was the insurer, assignee and subrogee of its named insured, Joe N. Peak.
3. As a result of the incident that occurred on April 13, 2010 at or near 163 County Road 681 in Sullivan, Ohio, Grange Property & Casualty Company's insureds sustained damages in the amount of \$54265.88.
4. That Grange Property & Casualty Company paid the below listed insureds the following sums of money arising from the above referenced incident:

Real Property Joe N. Peak	41,412.22
Personal Property/Contents Joe N. Peak	12,853.66
Total Payments	\$ 54,265.88

**AFFIANT FURTHER SAYETH NAUGHT.**

Marsha Russ  
SIGNATURE

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE this 20th day of February, 2012.

Brandy S. Coleman  
NOTARY PUBLIC



BRANDY S. COLEMAN  
Notary Public, State of Ohio  
My Commission Expires

July 15, 2016



Payment Details

Claim	Unit	Name	Reserve	Payment Typ	Outsid	Payment	Final	Serv.Fro	Serv.To
HP00010988	0	163 County R	Peak, Joe	Dwling Fir	Pymt - Taxbl	\$0.00	2,203.31	CLOSE	

ITEM	VALUE
Check Status	CLEARED
In Payment Of	sup
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of Unlimited Restoration, LLC Inc

No. 0703943078

\$ 2,203.31

Address

UNLIMITED RESTORATION, LLC INC  
1585 STATE ROUTE 89  
JEROMESVILLE OH 44840  
USA

Signature

*John Hancock*



Memo



Details



Done

23

## Payment Details



Claim	Unit	Name	Reserve	PaymentType	Outstd	Payment	Final	Serv.Fro	Serv.To
HP00010988	0 163 County R	Peak, Joe	Dwling Fir	Pymt - Taxbl	\$0.00	17,405.67	CLOSE		
HP00010988	0 163 County R	Peak, Joe	Cnts Fire	Pymt - Taxbl	\$0.00	1,803.24	CLOSE		

41

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Dwelling and contents cleaning
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of **Unlimited Restoration, LLC Inc and Joe N Peak and Mary A Peak** No. **0703896171**  
\$ **39,208.91**

Address **UNLIMITED RESTORATION, LLC INC**  
**1585 STATE ROUTE 89**  
**JEROMESVILLE OH 44840**  
**USA**

*John Hancock*  
Signature



Memo



Details

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Total pages: 1



one

24

Payment Details

Claim	Unit	Name	Reserve	PaymentType	Outstd	Payment	Final	Serv.Fro	Serv.To
HP00010988	0	163 County Rd Peak, Joe	Cnts Fire	Payment	\$0.00	\$500.00	CLOSE		

1

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Contents Advance
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of Joe N Peak and Mary A Peak

No. 0403862565

\$ 500.00

Address

JOE N PEAK  
163 COUNTY ROAD 681  
SULLIVAN OH 44880-9717  
USA

Signature *John Hancock*

Memo

Details

Done

25



Payment Details

Claim	Unit	Name	Reserve	Payment Typ	Outstd	Payment	Final	Serv.Fro	Serv.To
HP00010988	0	163 County R	Peak, Joe	Cnts Fire	Payment	\$0.00	1,417.48	CLOSE	

4

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Contains
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of Joe N Peak and Mary A Peak

No. 0703879074

\$ 1,417.48

Address  
JOE N PEAK  
163 COUNTY ROAD 681  
SULLIVAN OH 44880-9717  
USA

Signature *John Hancock*

Memo

Details

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 Printer name:  
 '\\HQWIPSP02.GMCC.GRANCE.LOCAL\BN\_PRT12'  
 Time sent: 11:06:35 AM 7/29/2011  
 Total pages: 1

Done

26

Payment Details



Claim	Unit	Name	Reserve	Payment Typ	Outstd	Payment	Final	Serv.Fro	Serv.To
HP00010988	0	163 County R	Peak, Joe	Cnts Fire	Payment	\$0.00	8,284.15	CLOSE	



ITEM	VALUE
Check Status	CLEARED
In Payment Of	Contetns acv
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of Joe N Peak and Mary A Peak

No. 0703894807

\$ 8,284.15

Address

JOE N PEAK  
163 COUNTY ROAD 681  
SULLIVAN OH 44880-9717  
USA

*John Hancock*  
Signature

Memo

Details

Done

27

Payment Details

10/16/20

Claim	Unit	Name	Reserve	PaymentType	Outsid	Payment	Final	Serv.Froi	Serv.To
HP00010988	0	163 County Rd	Peak, Joe	Cnts Fire	Payment	\$0.00	2,652.03	CLOSE	

1

ITEM	VALUE
Check Status	CLEARED
In Payment Of	SUP
Mode of Payment	
Issued By	Jason Korn (FAIRLAWN)

Pay to the Order of Joe N Peak and Mary A Peak

No. 0703966247

\$ 2,652.03

Address

JOE N PEAK  
163 COUNTY ROAD 681  
SULLIVAN OH 44880-9717  
USA

Signature *John Hancock*

Memo

Details

Done

28



Grange Mutual Casualty Co. Grange Indemnity Insurance Co.  
 Trustgard Insurance Co. Grange Insurance Co. of Michigan  
**Claims Contents - Loss Worksheet**

Root

Quantity	Description Manufacturer & Brand Name (Model No. Serial No.)	Where Purchased or Obtained	Date of Purchase or Age of Item	Current Cost	Tax	Depreciation	Actual Cash Value	Repair Cost	Actual Cost To Replace	Difference Owed
A	3rd Living Room - Ashby	Ashby	2009	21,000						
B	2 Tire Cages	Autozone	2009	400						
C	3 Brass Hammers	WORK	2009	900						
D	3 Dead Blow Hammers	WORK	2009	1,200						
E	1 Peg Board Holder	W. Feet	03	15.00						
F	1 Set of Gas Line Remover	100%	06	12.00						
G	1 4 inch Double Sided Square		95	35.00						
H	12 Quarts of Castrol Oil	Auto Zone	2009	36.00						
I	1 Oil Filter	Auto Zone	2009	5.00						
J	2 Batteries of Brake Child	" "	11/11	800						
K	2 GAL ANTIFREEZE	" "	11/11	22.00						
L	2 USED ATTENDER	STAP	2005	100						
M	2 SPAINES WRENCHES	WOCK	90	60.00						
N	2 1/2 SPAINES WRENCHES	WOCK	98	110.00						
O	1 BATTER OPERATED KIDS CAR	willmart	2005	379.00						
P	1 POOL POLE METAL	Farm 17	08	50.00						
Q	1 SWEDE	11/11	08	30.00						
<b>Total</b>										

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information may be subject to criminal penalties and the denial of coverage for claims made under the policy of insurance.

**WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING NOTICE:**

Ohio and Tennessee - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Kentucky - Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Indiana - A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

Signature: [Signature]

Date: 4.31.10

Grange Mutual Casualty Co. Grange Indemnity Insurance Co.  
 Trustgard Insurance Co. Grange Insurance Co. of Michigan  
**Claims Contents - Loss Worksheet**

Room: \_\_\_\_\_

Quantity	Description Manufacturer & Item Name (Model No. Serial No.)	Where Purchased or Obtained	Date of Purchase or Age of Item	Current Cost	Claim Number <b>HP 1098877</b>				Page No. <b>1</b>	
					Company Use Only				Company Use Only	
					Tax	Depreciation	Actual Cash Value	Repair Cost	Actual Cost To Replace	Difference Owed
A	1 Sucker Hose	FAGE 14 Pools	08	32.00						
B	1 Pool Cover	1111	08	75.00						
C	1 Box Tent	Walmart	06	200.00						
D	1 Set of Spare Pliers	Auto Zone	10-08	44.00						
E	3 Green Gums	Walmart	90-08	75.00						
F	6 BASKET BALLS	Walmart	09-08	75.00						
G	5 College Real Foot Balls	Walmart	95-2009	350.00						
H	4 Prec Set Fireworks	Walmart (same)		100.00						
I	2 Hedge Clippers	Yard Sale	04	15.00						
J	1 Koffon Key Set	Auto Zone	03	101.00						
K	1 Set Auto Fuses	" "	03	23.00						
L	1 Work Bench 3x12	Walmart	04	150.00						
M	1 Set car Antenna	Walmart	07	89.00						
N	6 Patio seats	Walmart	08	180.00						
O	2 propane tanks	Walmart	08/09	50.00						
P	1 Gas Grill	Walmart	08	169.00						
Q										

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information may be subjected to criminal penalties and the denial of coverage for claims made under the policy of insurance.

**Total**

**WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING NOTICE:**  
 Ohio and Tennessee - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.  
 Kentucky - Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.  
 Indiana - A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

8-25 (11-02)

Signature: [Signature] Date: 4-21-10

From:

04/26/2010 11:40

#883 P.001/002

1

Forensic & Scientific Testing, Inc.  
275 N. Perry Street  
Lawrenceville, GA 30045 USA

Date	Invoice #
4/23/2010	12470

Bill To
Grange Insurance Company Jason Korn 1560 Corporate Woods Pky Uniontown, OH 44685

		P.O. No.	Terms	Project
		FFH-4-21473	Due on receipt	
Description	Qty	Rate	Amount	
Insured : Peak, Joe Claim # : HP 1098877				
Ignitable liquid residue analysis	2	150.00	300.00	
Annual Storage of sample which will be billed annually	1	60.00	60.00	
PRINT INVOICE # ON CHECK - Federal Tax #:58-2255129			Payments/Credits	\$0.00
			Balance Due	\$360.00

Phone #	Fax #	E-mail	Web Site
770-449-4199	770-449-4433	forensic@fast-lab.com	http://www.fast-lab.com

31



Claim Number HP1098877

[illegible]

**Signature:**

Date:

Room

Quantity	Description Manufacturer, Make, Brand Name (Model No., Serial No.)	Where Purchased or Obtained	Date of Purchase or Age of Item	Current Cost	Tax	Company Use Only			Company Use Only		
						Depreciation	Actual Cash Value	Repair Cost	Actual Cost To Replace	Difference Owed	
A											
B											
C	2	Shoels	Walmart	22.00							
D	1	Rake	Walmart	18.00							
E	1	22 in cut lawnmower	Walmart	6-29-06 1485.00							
F		Replacement cost									
G	1	3 PC. Living Room set		2,304.67							
H		Household - m.s.c.		638.44							
I											
J											
K											
L											
M											
N											
O											
P											
Q											
<b>Total</b>											

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information may be subjected to criminal penalties and the double or treble damages for claims made under the policy of insurance.

**WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING NOTICE:**

Ohio and Tennessee - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Kentucky - Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

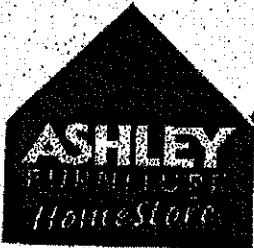
Indiana - A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# HP1098877



**Ashley Furniture HomeStore**

919 Lexington-Springmill Rd  
Ontario, OH 44906  
phone: (419) 747-4040  
fax: (419) 747-4611  
toll free: (877) 747-4041

PEAKMA

20110940 04/23/2010 1

\*\*\* PRICE QUOTE \*\*\*

DELIVER TO:

**SALE**

SOLD TO:  
peak, mary  
163 cty rd 681  
SULLIVAN, OH 44880

peak, mary  
163 cty rd 681  
SULLIVAN, OH 44880

5

144 HOME DELIVERY ASAP CASH BEFORE DELIVERY

1	B/O	SOFA/CRAWFORD/CHOCOLATE	70.88
1	B/O	LOVESEAT/CRAWFORD/CHOCOLATE	58.94
1	EA 1080023	ARMCHAIR 1080023	619.99
1	EA 260-6322MAN	GUARDSMAN 6322 MAN	199.00
1	EA *DELIVERY	Delivery Charge	99.99

SALE TOTAL  
GRAND TOTAL  
BALANCE DUE

34

# HP 1698877

**Walmart** ✶  
Save money. Live better.

Walmart  
MANAGER ANN MOLNAR  
( 419 ) 281 - 9537  
ST# 1448 DP# 00003619 TE# 90 TR# 00306  
MASKING TAPE 007536305283 2.17 X  
CLOTHESPINS 004142601261 1.86 X  
WAX RING 003876331194 1.97 X  
WAX RING 003876331194 1.97 X  
26FT CORD 078176666255 6.77 X  
INT PAINT 007874202736 13.87 X  
MASK TAPE 007536305479 0.77 X  
PAINT SET 007004262677 7.00 X  
SUBTOTAL 36.38  
TAX 1 6.750 % 2.46  
TOTAL 38.84  
TEND 38.84  
DUPLICATE DUE 0.00

EFT DEBIT PAY FROM PRIMARY  
ACCOUNT : 2141  
38.84 TOTAL PURCHASE  
REF # 014400041123  
NETWORK ID. 0071 APPA CODE 863134  
05/24/10 17:21:14

# ITEMS SOLD 8

TC# 7533 0:01 0246 2555 2065



We want you to pay the lowest price.  
Ask about our price match policy.  
05/24/10 17:21:15

35

# HP 1698877

36



Walmart  
 REGISTER WITH WALMART  
 ( 419 ) 281 - 9537  
 ST# 1448 BP# 00004711 TR# 30 TR# 00027  
 COPY PR# 48 003650010004 3.50 X  
 FB SHANEL 004920612006 10.47 X  
 SHANEL 004920612006 5.97 X  
 CRYN N320 001380311576 69.00 X  
 SUBTOTAL 82.94  
 TAX 1 5.750 X  
 TOTAL 88.69  
 DEBIT TEND 88.54  
 CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY  
 ACCOUNT : 2141  
 REF # 011200142766  
 NETWORK ID 0011 APPR CODE 572176  
 04/22/10 13:58:57

# ITEMS SOLD 4

IC# 9717 9796 9581 5664 5916



Cash your checks at Walmart and Save  
 \$200 a year with our \$3 check cashing  
 04/22/10 13:58:58

Household misc

IN

72828

2012 MAR 19 PM 12:05

ANNETTE SHAW  
CLERK OF COURTS  
ASHLAND, OHIO

IN THE COURT OF COMMON PLEAS

ASHLAND COUNTY, OHIO

Grange Property & Casualty Company

Plaintiff

JUDGMENT ENTRY

VS.

JUDGE: RONALD P. FORSTHOEFEL

Jason M. Brinker

CASE NO.: 11 CIV 339

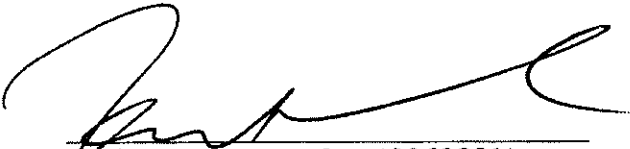
Defendant

Upon motion of the plaintiff, the Court hereby finds that the defendant, **Jason M. Brinker** has been served with the summons and complaint pursuant to the Civil Rules and that the defendant has failed to answer or otherwise defend the complaint of the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that judgment be and hereby is rendered against the defendant **Jason M. Brinker** and in favor of the plaintiff in the amount of \$54265.88 plus interest at the legal rate from the date of this entry plus the costs of this action.

  
JUDGE

3/16/12  
DATE

  
Herbert L. Nussle (0063551)  
Attorney for Plaintiff

Nussle  
Brinker

EXHIBIT

4

JM #

85

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21



2011 JUN 14 AM 8:21

IN THE COURT OF COMMON PLEAS  
OF ASHLAND COUNTY, OHIO

CLERK OF COURTS  
ASHLAND COUNTY, OHIO

STATE OF OHIO,

Case No. 11-CR-063

Plaintiff,

vs.

COMPLAINT

JASON M. BRINKER

LKA: 135 East Cook Road, Apt. J-9  
Mansfield, Ohio 44907

DOB: 04-30-91

SSN: [REDACTED]-8597

Defendant.

COUNT ONE: ARSON (Section 2909.03(A)(4) of the Ohio Revised Code),  
a felony of the third degree.

In that on or about April 13, 2010, in Ashland County, Ohio, Jason M. Brinker, by means of fire or explosion, knowingly caused or created a substantial risk of physical harm, through the offer or the acceptance of an agreement for hire or other consideration, to any property of another, to wit: Joseph Peak and/or Nicole Peak, without the other person's consent, in violation of Ohio Revised Code Section 2909.03(A)(4), ARSON, a felony of the third degree.

Det. Jason Martin #363  
Det. Jason Martin - Complainant  
Ashland County Sheriff's Office

SWORN to and subscribed before me by Det. Jason Martin this 14 day of June,  
2011.

Wenem. Street  
Deputy - Clerk of Courts

SO  
PA

EXHIBIT

5



IN THE COURT OF COMMON PLEAS  
ASHLAND COUNTY, OHIO 2011 OCT 25 PM 12:06

STATE OF OHIO,

Case No. 11-CR-063

Plaintiff,

VS.

JASON M. BRINKER,

JUDGMENT ENTRY - SENTENCING

Defendant.

This matter came before the Court, on the 21st day of October, 2011 for sentencing. The Defendant previously pled guilty to the following offense: **ARSON**, in violation of Ohio Revised Code Section 2909.03(A)(4), a felony of the third degree. The State of Ohio was present in open court represented by Assistant Prosecuting Attorney Andrew N. Bush. The Defendant was present in open court represented by Attorney John L. Good.

Prior to imposing sentence, the Court gave defense counsel an opportunity to speak on behalf of the Defendant, which he did. The Court addressed the Defendant personally and asked him if he wished to make a statement on his own behalf or present any information in mitigation of punishment, which he did not. The State of Ohio spoke with regard to sentencing.

The Court advised the parties that the Court had received and reviewed a full complete Pre-Sentence Investigation Report from Oriana House prior to the hearing.

The Court reviewed the purposes of felony sentencing as set forth in Ohio Revised Code Section 2929.11. Specifically, the Court noted that:

- The overriding purposes of felony sentencing is to punish the offender and protect the public from future crime committed by the offender and others.
- The Court must always consider the need for incapacitation, deterrence, rehabilitation and restitution.

EXHIBIT

6

JM #

43

36  
JLH

- The sentence should be commensurate with, and not demeaning to, the seriousness of the offender's conduct and its impact on the victim and consistent with sentences for similar crimes by similar offenders.
- The sentence must not be based on the offender's race, ethnicity, gender or religion.

In fashioning a sentence in this case, the Court has fully considered the provisions of O.R.C. Chapter 2929, the circumstances of the offense, the information contained in the pre-sentence investigation and the information furnished by the parties to this case. Based upon the facts and circumstances and the pre-sentence investigation, the Court specifically finds that the Defendant has the future ability to be employed and to pay financial sanctions in this case.

Based upon consideration of the purposes and principles of the felony sentencing law, the statutory sentencing factors, and after weighing the above findings, this Court finds that the Defendant is NOT amenable to community control sanctions and that a prison sentence is consistent with the purposes and principles of the felony sentencing law of Ohio.

As stated in Count One of the Bill of Information for the offense of **ARSON**, in violation of Ohio Revised Code Section 2909.03(A)(4), a felony of the third degree, the Defendant is sentenced to thirty (30) months under the authority of the Ohio Department of Rehabilitation and Correction for placement in an appropriate penal institution and fined Five Hundred Dollars (\$500.00), said fine to be distributed by the Clerk of Courts pursuant to law.

The Court notified the Defendant of the possibility of the applicable periods of post-release control and the potential consequences of a violation of post-release control. Upon completion of the prison term ordered herein, the Defendant may serve up to three (3) years post-release control as determined pursuant to Ohio Revised Code Section 2967.28. The Defendant was advised that if he violates the terms of post-release control, the adult parole



authority may impose a more restrictive sanction, or the parole board may return the Defendant to prison for up to nine (9) months, but not more than half of the original prison sentence. The Court further advised that if the Defendant commits a new felony while on post-release control, he may be given a prison sanction of a minimum of one (1) year up to the time remaining on post-release control, in addition to any sentence received on the new felony offense. The Defendant acknowledged his understanding of the Court's explanation of post-release control. For purposes of post-release control, the Court FINDS that the Defendant's county of residence is Summit County, Ohio.

The Court informed the Defendant of his right to appeal the sentence, and of his right to court-appointed counsel to represent him in the appeal, if he were indigent. The Court further advised the Defendant of the necessity that any appeal be filed in writing with the Court within thirty (30) days of the filing of the sentencing entry of the Court. The Defendant acknowledged an understanding of the Court's explanation of his appellate rights.

It is hereby ORDERED that the Defendant shall receive credit for one hundred twenty-eight (128) days of local jail time, and he shall receive one (1) day's credit for each day served subsequent to the date of sentencing starting October 21, 2011 while awaiting transfer to the receiving institution.

The Defendant is remanded to the custody of the Ashland County Sheriff's Office to await transportation to a state penal receiving institution. The Clerk of Courts is directed to issue a warrant of conveyance to the Ashland County Sheriff directing him to deliver the Defendant to the Ohio Department of Rehabilitation and Correction, Lorain Correctional Institution, Reception Center, Grafton, Ohio, for placement in an appropriate penal institution.

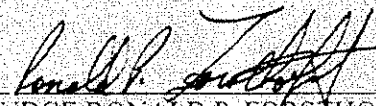


The Defendant is ORDERED to make restitution in the amount of Twenty Thousand Five Hundred Dollars (\$20,500.00) to Joseph N. Peak, 163 County Road 681, Sullivan, Ohio 44880; One Thousand Eight Hundred Dollars (\$1,800.00) to Timothy Peak, 163 County Road 681, Sullivan, Ohio 44880; and Two Thousand Eight Hundred Dollars (\$2,800.00) to Joseph C. Peak, 163 County Road 681, Sullivan, Ohio 44880, the victims in this case.

The Pre-Sentence Investigation Report shall be filed **UNDER SEAL** in this case.

The Defendant is ORDERED to pay court costs in this case, including a sum of \$30.00, taxed as costs pursuant to Ohio Revised Code Section 2949.091, a sum of \$25.00, taxed as court costs pursuant to Ohio Revised Code Section 120.36, and a sum of \$30.00, to be paid over to the Treasurer of the State of Ohio, pursuant to Ohio Revised Code Section 2743.70.

Bond is released.

  
JUDGE RONALD P. FORSTHOEFEL  
COMMON PLEAS COURT

cc: Ashland County Prosecutor's Office  
John L. Good, Attorney for Defendant  
Jason M. Brinker, Defendant  
Ashland County Jail  
Adult Parole Authority  
Investigating Agency - Ashland Police Department  
Ohio Department of Rehabilitation and Correction  
Bureau of Sentence Computation